# \$160.00 7472168

## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Execution Date
Ask Us Media, LLC	04/01/2010

## **RECEIVING PARTY DATA**

Name:	Mobui, Inc.
Street Address:	8383 158th Avenue, #250
City:	Redmond
State/Country:	WASHINGTON
Postal Code:	98052

# PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	7472168
Patent Number:	7043235
Patent Number:	6941553
Patent Number:	6640098

## **CORRESPONDENCE DATA**

Fax Number: (412)945-5933

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 412-471-8815

Email: assignments@webblaw.com
Correspondent Name: The Webb Law Firm, P.C.
Address Line 1: 700 Koppers Building
Address Line 2: 436 Seventh Avenue

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER: 6238-101005

NAME OF SUBMITTER: Randall A. Notzen

## Total Attachments: 11

source=releaseofsecurityagreement#page1.tif source=releaseofsecurityagreement#page2.tif source=releaseofsecurityagreement#page3.tif source=releaseofsecurityagreement#page4.tif source=releaseofsecurityagreement#page5.tif source=releaseofsecurityagreement#page6.tif source=releaseofsecurityagreement#page7.tif source=releaseofsecurityagreement#page8.tif source=releaseofsecurityagreement#page9.tif source=releaseofsecurityagreement#page10.tif source=releaseofsecurityagreement#page10.tif source=releaseofsecurityagreement#page11.tif

RECORDATION FORM COVER SHEET			
PATENTS ONLY			
To the Director of the U.S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.		
1. Name of conveying party(ies) Ask Us Media, LLC	2. Name and address of receiving party(ies)		
Ask Us Media, LLC	Name: Mobui, Inc.		
	Internal Address:		
Additional name(s) of conveying party(ies) attached? Yes 🗸 No			
3. Nature of conveyance/Execution Date(s):	Street Address: 8383 158th Avenue, #250		
Execution Date(s) April 1, 2010			
Assignment Merger			
Security Agreement Change of Name	City: Redmond		
Joint Research Agreement	State: WA		
Government Interest Assignment	Country: USA Zip: 98052		
Executive Order 9424, Confirmatory License			
Other_Release of Security Agreement	Additional name(s) & address(es) attached? ☐ Yes ✓ No		
	document is being filed together with a new application.		
A. Patent Application No.(s)	B. Patent No.(s)		
1	7,472,168 7,043,235		
l	6,941,553		
I Additional numbers atta	6,640,098 tached?		
5. Name and address to whom correspondence	6. Total number of applications and patents		
_	involved:4		
Name: Randall A. Notzen, Esquire	<b>7. Total fee</b> (37 CFR 1.21(h) & 3.41) \$ 160		
Internal Address: The Webb Law Firm	✓ Authorized to be charged by credit card		
l <del></del>	Authorized to be charged to deposit account		
Street Address: 436 Seventh Avenue	Enclosed		
700 Koppers Building	None required (government interest not affecting title)		
City: Pittsburgh	8. Payment Information		
State: <u>PA</u> Zip: 15219	a. Credit Card Last 4 Numbers 4775		
Phone Number: 412-471-8815	Expiration Date <u>05/2012</u>		
Fax Number: 412-945-5933	b. Deposit Account Number 23-0650		
Email Address: assignments@webblaw.com	Authorized User Name		
9 Signatura: SD DARTH			
Signature. House Signature			
Randall A. Notzen, Registration No. 36,8	992 Tatal number of name including agree		
Name of Person Signing	sheet, attachments, and documents:		

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Doc. No. 2610643

## Via Facsimile

Mobui, Inc. ("Company") 8383 158<sup>th</sup> Ave. #250 Redmond, WA 98052 Attention: John Burry, CEO

Teleca USA Inc. ("Replacement Lender") c/o Teleca AB 1370 Willow Road, 2<sup>nd</sup> Floor Menlo Park, CA 94025 Attention: John Trobough

Re: Request of Company for payoff of amounts owing under (i) Security Agreement dated October 28, 2009, (ii) Promissory Note dated October 28, 2009, and (iii) any other agreement between Company and Ask Us Media, LLC (as amended, collectively, the "Credit Agreement")

Dear Company and Replacement Lender:

You have requested that Ask Us Media, LLC ("Ask Us"), accept payment in full of all indebtedness of Company owing under the Credit Agreement, or otherwise, that is due and payable as of April 2, 2010 (the "Payoff Date"), and terminate each credit facility or credit arrangement extended to Company thereunder as well as Ask Us' security interest in, assignment of, or other claim to (collectively, the "Security Interest") Company's assets (the "Assets"), including, without limitation, all accounts receivable, copyrights, general intangibles, software, and patents.

# I. CONDITION TO TERMINATION OF CREDIT AGREEMENT, SECURITY INTEREST, AND ASSIGNMENT

In order to meet your request, Ask Us must receive a wire in the amount of \$ (the "Payoff Amount"), representing all unpaid principal, interest, fees, deposits, damages, attorneys' fees, costs and expenses under the Credit Agreement or otherwise, as fully set forth on attached Exhibit A, no later than the Payoff Date.

# II. TERMINATION OF CREDIT AGREEMENT, SECURITY INTEREST, AND ASSIGNMENT

Upon receipt of the foregoing,

-1-

401576,2 | 362152 | 0001

- 1. Ask Us shall be deemed to have released, re-assigned, terminated and satisfied its Security Interest in the Assets, and shall execute and deliver the "Mutual Release Agreement" as set forth in the attached Exhibit B and shall perform according to the terms of the "Mutual Release Agreement", and shall further execute and deliver releases, termination statements, assignments, or directions to terminate as Company or Replacement Lender may reasonably request.
- 2. Company and Replacement Lender are authorized by Ask Us to file UCC termination statements to terminate Ask Us' Security Interest in Company's personal property Assets. Company and Replacement Lender are authorized by Ask Us to file releases and other documentation with the USPTO to re-assign or terminate Ask Us' Security Interests recorded with the USPTO.
- 3. The Credit Agreement, each credit facility extended by Ask Us thereunder, and any other claim of Ask Us to the Assets shall be terminated and the obligations of each party thereunder shall cease to be of any further force or effect.

### III. PAYMENT OF PAYOFF AMOUNTS AND ADJUSTMENTS

The Payoff Amount should be sent as follows for deposit with Inslee, Best, Doezie and Ryder, P.S, in Trust:

DANIZ	INFORMATION		OOMTS OF DEDOOM	
BANK	Туре	No.	CONTACT PERSON	
FOUNDATION BANK 1110 - 112th Ave, N.E. Suite 100 Bellevue, WA 98004 Phone 425-691-5000 Fax 425-691-5002	ABA		Wiring Dept. 425-691-5000	
	IOLTA Trust Account			

Phone Advice: Becky Von Rotz: 425-450-4269

In the event that Ask Us does not receive the Payoff Amount on or before the Payoff Date, an additional per diem charge of shall be added to the Payoff Amount. This letter shall be effective from the Payoff Date through and including April 7, 2010.

#### IV. MISCELLANEOUS

It is understood and agreed that Replacement Lender is advancing the Payoff Amount in consideration of and in reliance upon Ask Us' representations and agreements herein and in the attached "Mutual Release Agreement". Ask Us acknowledges and agrees that it will hold no interest or claim in or to the Assets of Mobui, including without limitation, the Assets described in that certain Assignment of Patents, Patents Pending, Applications for Patents and Related

•2×

401576,2 | 362152 | 0001

Intellectual Property Interests for Security, dated October 28, 2009, following its receipt of the Payoff Amount.

This letter may be signed and exchanged in counterparts, all of which when taken together shall constitute one and the same agreement. Signature by facsimile or electronic transmission will also bind the parties to this letter.

Very truly yours,

ASK US MEDIA, LLC

ACKNOWLEDGED AND AGREED TO:

MOBUI, INC.

Title:

Ву:		M	18	an	<i></i>
Name:		Jon	177		
Title:_		CE	)		
	CA USA	INC.	<i>1</i>	<b></b>	
By:	John 7	eceality		<b>)</b> _	
Vame:	SR. V	sce pre	17307	TELEGA	usA

401576.2 (362152 ) 0001

-3-

**REEL: 024213 FRAME: 0596** 

Exhibit A

ASK US MEDIA, LLC
DETAIL OF MOBUI PROMISSOY NOTE PAYOUT
AS OF MARCH 31, 2010

PRINCIPAL PORTION		\$	
INTEREST CALCULATION:			
From October 28, 2009 thru March 31, 2010 at 18%		\$	
PENALTY ON P&I AT 10%		\$	
LEGAL FEES:			
Inslee Best	\$ 1		
Apex Juris	5	\$	
FIRST RIGHT OF REFUSAL DEPOSIT MADE TO MOBUI		\$	
NSF FOR BAD CHECK RECEIVED		\$.	مالكات
ADDITIONAL NON-PAYMENT FEES AGREED BY MOBUL:			
Agreed on February 2, 2010	\$ 1		
Agreed on February 8, 2010	\$ 4		
Agreed on February 22, 2010	\$ 4	\$	
TOTAL DUF		\$.4	THE PERSON NAMED IN COLUMN

D

## MUTUAL RELEASE AGREEMENT

This Mutual Release Agreement (this: "Agreement") is dated as of the date of mutual execution hereof by and between the ASK US MEDIA, LLC, a Washington limited liability company ("Ask-Us"), and MOBUI, INC., a Washington corporation ("Mobui") and Teleca USA Inc, a California corporation ("Teleca") with regard to the following:

## RECITALS:

- Dollars Mobui borrowed the sum of from Ask-Us and delivered to Ask-Us a Promissory Note dated October 28, 2009 (the "Note") to document the loan.
- In addition, Mobui executed in favor of Ask-Us and delivered to Ask-Us: (i) a document entitled: "Security Agreement" dated October 28, 2009 (the "Security Agreement"), and (ii) a document entitled: "Assignment of Patents, Patents Pending, Applications for Patents and Related Intellectual Property Interest for Security" dated October 28, 2009 (the "Assignment").
- Ask-Us has filed with the Washington Department of Licensing a UCC-1 Financing Statement under file number 2008-283-3922-5 (the "Financing Statement") to document the security interest granted by Mobui pursuant to the Security Agreement.
- Ask-Us has filed with the United States Patent and Trademark Office, an D. assignment of the patents that were listed and described in the Security Agreement (collectively: the "Patents").
- Mobui has defaulted under the terms of the Promissory Note, with the E. result that Ask-Us has commenced an action in the Superior Court for King County, Washington under Cause Number: 10-2-07702-2SEA (the "Action").
- Mobui has not appeared or answered the complaint filed in the Action. F. Teleca has expressed an intent to intervene in the Action to protest the claims by Ask-Us and to seek to protect the interests of Teleca.
- The parties to this Agreement have reached a resolution of the claims asserted by Ask-Us in the Action and have agreed to execute this Agreement as part of the settlement of the Action and as pert of the resolution of Ask-Us' claims against Mobui. The parties have agreed to settle and resolve their mutual claims against one another and desire to document that settlement and to provide for a mutual release.

NOW WHEREFORE, in consideration of the mutual promises, covenants and performance as set forth below, the parties agree as follows:

-1-

# 1. Release and Covenants.

- 1.1 By Ask-Us. In consideration of the payment by, or on behalf of Mobui that is described in Paragraph 2 hereof, and in consideration of the mutual release by Teleca that is set forth in Subparagraph 1.2 hereof, and in consideration of the mutual release by Mobui that is set forth in Subparagraph 1.3 hereof, Ask-Us hereby forever waives and releases all known and unknown claims in law or in equity, all causes of action, all demands for costs, losses, damages, expenses and liability (collectively: "Claims") that Ask-Us ever had, now has, or may claim to have against Teleca and the officers, directors and shareholders thereof and Mobui and the officers, directors and shareholders thereof. including but not limited to: (i) all Claims asserted in the Action, and (ii) all Claims arising under the Note, and (iii) all Claims arising from any default by Mobui under the Note, and (iv) all Claims arising from any other business transaction between Ask-Us and Mobui, and (v) all Claims arising out of or related to any business transactions between Teleca and Ask-Us and Teleca and Mobui, including, without limitation Teleca's loan(s) to Mobui and Teleca's acquisition of Mobui's assets, and (vi) all Claims arising out of or related to the transactions contemplated herein. Specifically included in this Release are all contract claims and tort claims that Ask-Us may have asserted against Teleca or Mobui, and the respective officers, directors, shareholders and related and affiliated parties thereof including those arising under Washington law and any other federal, state or local laws, regulations, ordinances, or common law theories of recovery.
- 1.2 By Mobui. In consideration of the release by Ask-Us that is described in Subparagraph 1.1 hereof, Mobui hereby forever waives and releases all Claims that Mobui ever had, now has, or may claim to have against Ask-Us and/or the members thereof, including but not limited to: (i) all Claims that Mobui may have asserted in the Action, and (ii) all Claims arising under the Note, and (iii) all Claims arising from any demands by Ask-Us for the payment by Mobui of any sums, or the actual payment to Ask-Us of any sums that may be considered to be a penalty or an unreasonable fee or charge, and (iv) all Claims arising from any other business transaction between Ask-Us and Mobui. Specifically included in this Release are all contract claims and tort claims that Mobui, its officers, directors and shareholders may have asserted in the Action against Ask-Us or its members, its attorneys and related and affiliated parties including those arising under Washington law and any other federal, state or local laws, regulations, ordinances, or common law theories of recovery.
- 1.3 By Teleca. In consideration of the release by Ask-Us that is described in Subparagraph 1.1 hereof, Teleca hereby forever waives and releases all Claims that Teleca ever had, now has, or may claim to have against Ask-Us and/or the members thereof, including but not limited to: (i) all Claims that Teleca may have asserted in the Action, and (ii) all Claims that may be held by Teleca against Mobui asserting any interference with, or delay in the closing of the Asset Purchase and Sale Agreement between Teleca and Mobui, and (iii) all Claims arising from any demands by Ask-Us for the payment by Mobui of any sums, or the actual payment to Ask-Us of any sums that may be considered to be a penalty or an unreasonable fee or charge, and (iv) all Claims arising from any other business transaction between Ask-Us and Mobui. Specifically included in

this Release are all contract claims and tort claims that Teleca, its officers, directors and shareholders may have asserted against Ask-Us or its members, its attorneys and related and affiliated parties in the Action including those arising under Washington law and any other federal, state or local laws, regulations, ordinances, or common law theories of recovery.

- 2. Payment to Ask-Us. In consideration of the release by Ask-Us set forth in Subparagraph 1.1 hereof, on the date of mutual execution of this Agreement. Mobui shall pay or cause to be paid to Ask-Us the sum set forth on Attachment A hereto, together with the sum of (\$\)\$ per day for each day from and after March 31, 2010 to the date upon which the full amount set forth on Attachment A is actually received by Ask-Us. Such payment shall be made in full by wire transfer to such account as Ask-Us shall specify and such payment shall be made without discount, deduction, withhold or set-off of any nature.
- 3. <u>Dismissal of Complaint</u>. On the date upon which Ask-Us receives the payment of the sums specified in <u>Paragraph 2</u> of this Agreement and the date of mutual execution hereof by Mobui and Teleca, Ask-Us shall consider its disputes with Mobui and the officers, directors and shareholders thereof to have been satisfactorily resolved. Within five (5) court days of such date, Ask-Us shall submit to the Court the documents necessary to cause the Action to be dismissed with prejudice and without the award of costs or fees to either party.
- 4. <u>Satisfaction and Release of Security</u>. On the date upon which Ask-Us receives the payment of the sums specified in <u>Paragraph 2</u> of this Agreement and the date of mutual execution hereof by Mobui and Teleca, Ask-Us shall execute the documents prepared by, or on behalf of Mobui that are reasonably required to: (a) release the UCC Financing Statement, and (b) to re-assign the Patents described in the Assignment. Mobui shall be solely responsible for the payment of any costs, expenses or fees that must be paid as a condition to secure the release or satisfaction of the UCC Financing Statement and the re-assignment of the Patents.
- 5. No Admissions. This Agreement shall not be construed as an admission by any party to the other of any liability or breach of contract between Ask-Us and Mobui or any violation of any duty or obligation owed by Ask-Us to Teleca. All such liability and breaches are expressly disclaimed. The execution of this Agreement is not intended as nor shall it be construed as an admission of fault or liability by either of the parties.
- 6. Additional or Subsequent Facts. The parties acknowledge and warrant that they may hereafter discover facts different from or in addition to those which they now know or believe to be true with respect to the Claims described in this Agreement that they may have against another party as generally and broadly set in this Agreement. Nevertheless, the parties agree that the release set forth in Paragraph 1 of

this Agreement shall be and remain effective and binding in all respects notwithstanding such different or additional facts or the discovery thereof

7. Confidentiality. Each of the parties hereto covenants, warrants and agrees to maintain the terms of this Agreement confidential and to not disclose the terms hereof except to such individuals as such party may owe a fiduciary, contractual or other legal obligation to disclose such matters, or as otherwise required by law or pursuant to lawful court order, or administrative process in the form of a subpoena, or decree of court or government agency.

## 8. Miscellaneous.

- 8.1 <u>Full Review</u>. The parties represent and warrant that they have fully reviewed this Agreement and are aware of and understand the terms, conditions, and provisions hereof and understand that this Agreement sets forth the entire undertakings to be accomplished by the parties.
- 8.2 <u>Amendment</u>. This Agreement may not be amended, altered, modified or otherwise changed except in writing executed by the parties hereto expressly stating that it is an amendment to this Agreement.
- 8.3 Entire Agreement This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and, all prior agreements or understandings between the parties hereto relating to the subject matter hereof.
- 8.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and with the same effect as if each of the parties had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature. The date upon which the last of all of the parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.
- 8.5 Facsimile Signatures. The parties hereto have agreed to permit the transmission of their respective signatures by facsimile in order to expedite the transaction contemplated by this Agreement, intend to be bound by their respective signatures even though transmitted by facsimile, are aware that the other will rely upon the signatures of the others which have been transmitted by facsimile, and acknowledge such reliance and waive any defense to the enforcement of the documents affecting this transaction based on the fact that a signature was transmitted by facsimile only.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of mutual execution hereof

ASK-US:

ASK-US MEDIA, LLC, a Washington limited Liability company

By: (Jun Bowning, a Member

By: Brad Rimura a Member

MOBUI:

MOBUI, INC., a Washington

corporation

John Bury, President

TELECA:

TELECA USA INC., a California

corporation-

TIS: SUP, TELEURUSA

JOHN TROBUSH, SUP TELECOMES.

ATTACHMENT A-

ASK US MEDIA, LLC DETAIL OF MOBUI PROMISSOY NOTE PAYOUT AS OF MARCH 31, 2010

**RECORDED: 04/12/2010** 

PRINCIPAL PORTION	\$	Contraction of the second
INTEREST CALCULATION:		
From October 28, 2009 thru March 31, 2010 at 18%	\$	
PENALTY ON P&I AT 10%	\$	3
LEGAL FEES:		
Inslee Best \$#		
Apex Juris \$ 5	\$	
FIRST RIGHT OF REFUSAL DEPOSIT MADE TO MOBUI	\$	
NSF FOR BAD CHECK RECEIVED	<b>\$</b> :	
ADDITIONAL NON-PAYMENT FEES AGREED BY MOBUL:		
Agreed on February 2, 2010 \$		
Agreed on February 8, 2010 \$		
Agreed on February 22, 2010 \$	\$	
TOTAL DUE	\$	

-20